

**UNITED STATES DISTRICT COURT
DISTRICT OF NEW JERSEY**

RAMADA WORLDWIDE INC.,

Plaintiff,

v.

COLUMBIA SC HOSPITALITY, LLC, *et. al.*,

Defendants.

Civil Action No. 17-13020

ORDER

John Michael Vazquez, U.S.D.J.

This matter arises from the alleged breach of a franchise agreement. Before the Court is Plaintiff Ramada Worldwide Inc.'s ("Plaintiff") renewed motion for default judgment. D.E. 15. Plaintiff previously submitted an unopposed motion for default judgment. D.E. 12. The Court's June 25, 2018 Opinion addressed Plaintiff's previous motion for default. D.E. 13.¹ The Court found that Plaintiff had sufficiently proven liability but not damages. Specifically, the Court found that Plaintiff provided no explanation for how it calculated, and appeared to miscalculate, the interest sought on the Recurring Fees. June 25, 2018 Opinion ("June Op.") at 12. Additionally, Plaintiff did not request a specific amount of attorney's fees. *Id.* Therefore, the Court denied Plaintiff's motion for default but gave Plaintiff leave to file an amended motion curing the noted deficiencies. D.E. 14.

¹ The Court's June 25, 2018 Opinion (D.E. 13) includes a detailed recounting of the background of this matter. To the extent relevant to this motion, the Court incorporates the factual and procedural history into this Order.

Plaintiff timely filed the amended motion for default judgment, currently pending before the Court. In the amended motion, Plaintiff provides sufficient evidence as to the amount of outstanding Recurring Fees owed (\$165,302.70) and the amount of interest owed on those fees (\$36,748.62). Affidavit of Suzanne Fenimore ("Fenimore Aff.") ¶¶ 19-26 & Fenimore Aff., Ex. D. at 7; D.E. 15-3. However, Plaintiff, again, fails to request a specified amount of attorney's fees. The Court reiterates that Plaintiff must submit adequate proof of its claimed attorney's fees and the reasonableness of the requested amount before the Court can grant Plaintiff relief.

For these reasons, and for good cause shown,

IT IS on this 27th day of July, 2018,

ORDERED that Plaintiff's renewed motion for default judgment (D.E. 15) is **GRANTED in part and DENIED in part**; and it is further

ORDERED that Plaintiff's motion is **GRANTED** as to Defendants' liability; and it is further

ORDERED that Plaintiff's motion is **GRANTED** as to the \$290,310.31 in damages (inclusive of Recurring Fees, liquidated damages, and interest) sought against Defendants; and it is further

ORDERED that Plaintiff's motion is **DENIED without prejudice** as to attorney's fees; and it is further

ORDERED that Plaintiff has **seven (7) days** to request a specified amount of attorney's fees and submit adequate proof that its claimed attorney's fees are reasonable or the denial of attorney's fees shall be with prejudice.


John Michael Vazquez U.S.D.J.